



Department of Energy

**Environmental Management
Consolidated Business Center
250 East 5th Street, Suite 500
Cincinnati, Ohio 45202
(513) 246-0500**

August 14, 2006

Dear Interested Buyers,

EMCBC-00761-06

SALE OF NATURAL URANIUM AS URANIUM HEXAFLUORIDE (UF₆)

This letter transmits Request for Proposal (RFP) DE-SC30-06CC00012. In accordance with Section 314 of the 2006 Energy and Water Development Appropriations Act, the Department of Energy (DOE) offers for sale up to 700 metric tons, Natural Uranium Hexafluoride, UF₆, contained in American National Standards Institute (ANSI) N14.1 compliant 48" diameter cylinders. The Uranium Hexafluoride has an approximate enrichment of 0.711%. The UF₆ is of an obligation code legal for use in the United States at the time of delivery. The UF₆ is offered in seven (7) separate Lots of 100 metric tons each. Payment in full for the individual lots is due respectively on September 25, 2006. If Section 314 of the 2006 Energy and Water Development Appropriations Act is reauthorized in Fiscal Year 2007, or similar legislation is authorized, DOE may authorize payment in full for the individual lots beginning September 25, 2006 and ending March 23, 2007.

This letter is not an integral part of the RFP. In the event of any conflict between this letter and the RFP, the RFP will prevail. To be responsive to the RFP, interested Buyers shall submit a proposal in strict accordance with the proposal checklist provided at Enclosure 1 and with the proposal instructions called out in Attachment 1 of the RFP. Information concerning this RFP is listed exclusively on the Industry Interactive Procurement System (IIPS).

Proposals are due no later than 3:00 p.m. Eastern Daylight Time, August 28, 2006. The DOE intends to evaluate proposals and award without discussions; however, the DOE reserves the right to conduct discussions if deemed necessary. Award of a Firm-Fixed Price Sales Agreement is anticipated no later than August 31, 2006.

Buyers are cautioned to contact only me at 513-246-0586 or Wilmari Delgado at 513-246-0566 if further information on this sale is required. Questions should be submitted to me by email at david.hincks@emcbc.doe.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Harold D. Hincks", is written over a horizontal line.

Harold D. Hincks
Contracting Officer

Enclosures: 1) Proposal Checklist
2) Request for Proposal

URANIUM SALES AGREEMENT DE-SC30-06CC00012
PROPOSAL CHECKLIST
PROPOSAL DUE DATE: 3:00 P.M. Eastern Daylight Time, August 28, 2006

The "Buyer" shall return the following documents with its proposal:

1. **Fully Executed (Completed and Signed) Cover Page of the Sales Agreement with the following blocks completed:**

"Execution by Buyer" block which includes:

- (a) Date (Day, Month, Year)
- (b) Name of Buyer
- (c) Address (Street, City, State and Zip) of Buyer
- (d) Telephone number of Buyer
- (e) Facsimile number of Buyer
- (f) Signature and Title of Person Authorized to Sign This Agreement (Type or Print name and title under signature)

NOTE: A Buyer's agent, under this Sales Agreement acts solely or partly on behalf of the Buyer. The Buyer shall provide sufficient information to prove that the agent is qualified to perform in accordance with the terms and conditions of this Sales Agreement. The Buyer's Agent may perform or satisfy any of the terms and conditions of this Sales Agreement on behalf of the Buyer, at the discretion or direction of the Buyer.

2. **Complete and Submit the Schedule Page – Pricing Information – Uranium Sale:**

- (a) Complete "Price Per KgU (in US\$)" Block. Buyer shall propose on one lot, group of lots, or all lots for Schedule 1 and may propose on one lot, group of lots, or all lots for Schedule 2.
- (b) Complete "Delivery Location" Block. Buyer should **CHECK** either "Portsmouth" or "Paducah" and if applicable, "Book Transfer" for each individual lot. If "**book transfer**" is chosen, the Buyer should **complete the "Book Transfer Account Information"** on the Schedule – Pricing Information – Uranium Sale

3. **Complete, Sign, and Submit all Agreement Execution Documents At Attachment 2:**

- (a) Department of Energy (DOE) 580.1 which can be found at <http://www.directives.doe.gov/pdfs/forms/5801.pdf>.
- (b) Certificate of Independent Price Determination (Requires a Signature).
- (c) Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental – Compliance, and Other Responsibility Matters
 - (1) Complete Blocks a.(1)(A), (B), (C), (D), (E), and (E)(ii).
- (d) Type of Business Organization
 - (1) Complete Blocks a., b., c., and d.
- (e) Provide the Name, Title, and Telephone of the individuals that are authorized to negotiate on behalf of the Buyer.
- (f) Restriction on Disclosure and Use of Data (Requires Fill-Ins)

4. **Buyer shall submit proof of compliance with Export and/or Import licenses (Reference Article IX of this Agreement)**
5. **Buyer shall submit copies of the most recent income statement, balance sheet, and list of credit references for the company and any other documentation that will verify the financial level of business transactions or other evidence of financial responsibilities.**
6. **PROPOSALS SHALL BE SUBMITTED BY 3:00 P.M. EASTERN DAYLIGHT TIME, AUGUST 28, 2006. Proposals must be submitted by mail or hand delivered enclosed in a sealed envelope and addressed to:**

The U.S. Department of Energy (DOE)
Environmental Management Consolidated Business Center (EMCBC)
Office of Contracting
250 E. Fifth Street, Suite 500
Cincinnati, Ohio 45202

Place the name and address of the Buyer in the upper left corner and the following information in the lower left corner on the face of the envelope:

SALES AGREEMENT No. DE-SC30-06CC00012
Proposal Due Date: August 28, 2006 – 3:00 p.m.
Attention: Harold D. Hincks, Contracting Officer

**NOTICE TO DOE MAIL ROOM: DO NOT OPEN. THIS IS
A PROPOSAL UNDER THE ABOVE-IDENTIFIED
SOLICITATION.**

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SCHEDULES 1 and 2 - PRICING INFORMATION – URANIUM SALE

The listed Price(s) in total United States Dollars (USD) represent Buyer's proposal for the purchase of Uranium Hexafluoride, UF₆, in accordance with the requirements in the Sales Agreement. Submission of a signed proposal is an offer to purchase in accordance with terms and conditions set forth herein. Execution by Seller (Page 1, Sale of Government Property Negotiated Sales Agreement) shall constitute acceptance of an offer to purchase.

1. The Seller plans to make award(s) based on the payment/delivery dates and proposed prices provided in Schedule 1. If Section 314 of the 2006 Energy and Water Development Appropriations Act is reauthorized in Fiscal Year 2007, or similar legislation is authorized, the Seller reserves the right to make award(s) based on the payment/delivery dates and proposed prices provided in Schedule 2.
2. The Seller reserves the right to make multiple awards, if it is in the Seller's best interest to do so. The Seller will make award(s) to an individual Buyer from proposed prices in either Schedule 1 or Schedule 2, not both. In either case, the total quantity of Uranium Hexafluoride, UF₆, sold will not exceed 700 MTU.
3. The "Lot Number" represents the Lot(s) number that Buyer is purchasing. The Seller reserves the right to accept the price(s) on any one or more lot(s).
4. The "Available For Delivery" date represents the "date" the uranium is available for delivery to the Buyer. The time stated is in Eastern Standard Time (EST).
5. The "Payment Due Date" is the date payment is due from the Buyer for the Lot(s). The time stated is in Eastern Standard Time (EST).
6. The "Available Quantity Weight (Metric Tons Uranium)" represents the approximate quantity available for purchase for individual Lot sizes. The exact quantities to be delivered will be determined by Seller (see Article VI.A.) prior to providing the Buyer with the invoice referenced in Article VII.A.
7. The "Buyer's Price Per KgU" represents Buyer's Price(s) for each individual Lot included in Buyer's proposal.
8. The "Buyer Delivery Location" represents the DOE site at which the material is available for delivery. The Buyer should check one delivery location for each individual lot if physical delivery (see Article V) is chosen. If the Buyer prefers Book Transfer, the Buyer should check "Book Transfer" and complete the account information in the Schedule – Pricing Information – Uranium Sale. In addition, if the Buyer prefers Book Transfer, the Buyer should also check one physical delivery location to cover the contingency described in Article V.D.4.

SCHEDULES 1 and 2 - PRICING INFORMATION – URANIUM SALE (Continued)

8. The "Lot Number Awarded" represents Seller's decision for individual lots awarded to Buyer.
9. The Buyer shall not modify the information in the following columns:
 - "Available For Delivery"
 - "Payment Due Date"
 - "Available Quantity Weight"

SCHEDULE 1- PRICING INFORMATION – URANIUM SALE

Lot No.	Available For Delivery (Do Not Modify)	Payment Due Date (Do Not Modify)	Available Quantity Weight (Metric Tons Uranium (MTU))	Price Per KgU (in US \$)	Delivery Location (Per Lot, Buyer check either "Portsmouth" or "Paducah" and, if applicable, "Book Transfer")	Lot No. Awarded (Seller circle)
1	29 Sep 2006 3:00 p.m. EST	25 Sep 2006 3:00 p.m. EST	100		<input type="checkbox"/> PORTSMOUTH <input type="checkbox"/> PADUCAH <input type="checkbox"/> BOOK TRANSFER	Yes / No
2	29 Sep 2006 3:00 p.m. EST	25 Sep 2006 3:00 p.m. EST	100		<input type="checkbox"/> PORTSMOUTH <input type="checkbox"/> PADUCAH <input type="checkbox"/> BOOK TRANSFER	Yes / No
3	29 Sep 2006 3:00 p.m. EST	25 Sep 2006 3:00 p.m. EST	100		<input type="checkbox"/> PORTSMOUTH <input type="checkbox"/> PADUCAH <input type="checkbox"/> BOOK TRANSFER	Yes / No
4	29 Sep 2006 3:00 p.m. EST	25 Sep 2006 3:00 p.m. EST	100		<input type="checkbox"/> PORTSMOUTH <input type="checkbox"/> PADUCAH <input type="checkbox"/> BOOK TRANSFER	Yes / No
5	29 Sep 2006 3:00 p.m. EST	25 Sep 2006 3:00 p.m. EST	100		<input type="checkbox"/> PORTSMOUTH <input type="checkbox"/> PADUCAH <input type="checkbox"/> BOOK TRANSFER	Yes / No
6	29 Sep 2006 3:00 p.m. EST	25 Sep 2006 3:00 p.m. EST	100		<input type="checkbox"/> PORTSMOUTH <input type="checkbox"/> PADUCAH <input type="checkbox"/> BOOK TRANSFER	Yes / No
7	29 Sep 2006 3:00 p.m. EST	25 Sep 2006 3:00 p.m. EST	100		<input type="checkbox"/> PORTSMOUTH <input type="checkbox"/> PADUCAH <input type="checkbox"/> BOOK TRANSFER	Yes / No

Book Transfer Account Information:

Source/Location: _____

Account#: _____

Contract #: _____

SCHEDULE 2- PRICING INFORMATION – URANIUM SALE

Lot No.	Available For Delivery (Do Not Modify)	Payment Due Date (Do Not Modify)	Available Quantity Weight (Metric Tons Uranium (MTU))	Price Per KgU (in US \$)	Delivery Location (Per Lot, Buyer check either "Portsmouth" or "Paducah" and, if applicable, "Book Transfer")	Lot No. Awarded (Seller circle)
1	29 Sep 2006 3:00 p.m. EST	25 Sep 2006 3:00 p.m. EST	100		<input type="checkbox"/> PORTSMOUTH <input type="checkbox"/> PADUCAH <input type="checkbox"/> BOOK TRANSFER	Yes / No
2	31 Oct 2006 3:00 p.m. EST	24 Oct 2006 3:00 p.m. EST	100		<input type="checkbox"/> PORTSMOUTH <input type="checkbox"/> PADUCAH <input type="checkbox"/> BOOK TRANSFER	Yes / No
3	30 Nov 2006 3:00 p.m. EST	22 Nov 2006 3:00 p.m. EST	100		<input type="checkbox"/> PORTSMOUTH <input type="checkbox"/> PADUCAH <input type="checkbox"/> BOOK TRANSFER	Yes / No
4	29 Dec 2006 3:00 p.m. EST	21 Dec 2006 3:00 p.m. EST	100		<input type="checkbox"/> PORTSMOUTH <input type="checkbox"/> PADUCAH <input type="checkbox"/> BOOK TRANSFER	Yes / No
5	31 Jan 2007 3:00 p.m. EST	24 Jan 2007 3:00 p.m. EST	100		<input type="checkbox"/> PORTSMOUTH <input type="checkbox"/> PADUCAH <input type="checkbox"/> BOOK TRANSFER	Yes / No
6	28 Feb 2007 3:00 p.m. EST	21 Feb 2007 3:00 p.m. EST	100		<input type="checkbox"/> PORTSMOUTH <input type="checkbox"/> PADUCAH <input type="checkbox"/> BOOK TRANSFER	Yes / No
7	30 Mar 2007 3:00 p.m. EST	23 Mar 2007 3:00 p.m. EST	100		<input type="checkbox"/> PORTSMOUTH <input type="checkbox"/> PADUCAH <input type="checkbox"/> BOOK TRANSFER	Yes / No

Book Transfer Account Information:

Source/Location: _____

Account#: _____

Contract #: _____

This **SALES AGREEMENT** is between The Department of Energy (DOE) (the "Seller") and the party identified on the signature page of this Sales Agreement (the "Buyer"). In accordance with Section 314 of the 2006 Energy and Water Development Appropriations Act, the Seller offers for sale up to 700 metric tons, Natural Uranium Hexafluoride, UF₆, contained in American National Standards Institute (ANSI) N14.1 compliant 48" diameter cylinders. The Uranium Hexafluoride has an approximate enrichment of 0.711% (see Article XI). The UF₆ is of an obligation code legal for use in the United States at the time of delivery.

The parties to this Sales Agreement are legally bound as of the date the Sales Agreement is executed/signed by the Contracting Officer and provided to the Buyer.

ARTICLE I. DEFINITIONS

"GDP" or "Gaseous Diffusion Plant" means the enrichment plants at Portsmouth, Ohio and Paducah, Kentucky. These plants are owned by the DOE.

ARTICLE II. BUYER'S AGENT

A Buyer's agent, under this Sales Agreement acts solely or partly on behalf of the Buyer. The Buyer shall provide sufficient information to prove that the agent is qualified to perform in accordance with the terms and conditions of this Sales Agreement. The Buyer's Agent may perform or satisfy any of the terms and conditions of this Sales Agreement on behalf of the Buyer, at the discretion or direction of the Buyer.

ARTICLE III. TERM OF AGREEMENT

The term of this agreement shall begin the day it is executed and will continue until all obligations of the Seller and Buyer under this agreement have been fulfilled.

ARTICLE IV. QUANTITY AND SCHEDULE

Seller shall sell, and Buyer shall accept and pay for uranium in quantities in accordance with the terms and conditions of this Sales Agreement.

ARTICLE V. DELIVERY/TRANSPORTATION/TITLE/STORAGE

- A. The Buyer shall make arrangements, at its cost, to accept delivery of the UF₆ awarded no later than 90 business days after receipt of the Contracting Officer letter required by Article VII "Payment" of the Sales Agreement.
- B. The Seller shall make delivery of the UF₆ by one of the following methods:
 - 1. Book transfer to an account designated by Buyer and acceptable to Seller.
 - 2. The Buyer physically taking possession of the UF₆ at the Portsmouth or Paducah GDP.
- C. If the Buyer is physically taking possession of the UF₆, the Buyer shall specify its preferred delivery location in the Schedule – Pricing Information – Uranium Sale, of the Sales Agreement.
- D. "Book transfer" is a transfer of a specified quantity of DOE owned UF₆ from the DOE control account to an account designated by the Buyer and acceptable to the Seller. If the Buyer prefers book transfer for the delivery, and such is acceptable to the Seller, the Seller will notify the "Book Transfer Account Information" source identified by the Buyer in the Schedule – Pricing Information – Uranium Sale to effect a transfer of the specified amount of UF₆. This notification will occur on the same day the CO notifies the Buyer of receipt of funds, as specified in Article VII "Payment" of the Sales Agreement.
 - 1. The Buyer shall provide in the Schedule – Pricing Information – Uranium Sale, to the Sales Agreement all information necessary for Seller to effect the book transfer (if any).
 - 2. The account administrator submits written confirmation to the Seller and Buyer when the book transfer is complete. The date of this confirmation shall constitute the date of delivery.
 - 3. Title to the UF₆ transfers from the Seller to the Buyer after receipt of payment in full in accordance with Article VII.
 - 4. If, for whatever reason, the Seller determines that the account(s) designated by the Buyer is not acceptable to Seller, the Buyer shall take physical possession of the material at the GDP in accordance with Article V., Paragraph E below. The Buyer agrees the price(s) in the Sales Agreement reflect this contingency.

- E. If the Buyer chooses to physically take possession of the UF_6 at the GDP, the Buyer will be responsible following delivery for the transportation from the GDP of all the containers and materials purchased as the result of this sale.
1. The Buyer shall specify in the Schedule – Pricing Information – Uranium Sale to the Sales Agreement the GDP location where the Seller will deliver the UF_6 .
 2. At least five (5) business days prior to the date (no earlier than the delivery date identified in the Schedule – Pricing Information – Uranium Sale), and no later than the required dates specified in Article V.A., the Buyer chooses to take possession of the UF_6 , the Buyer shall furnish copies of Buyer's commercial bills of lading and shipping information to the CO and the person(s) identified in Article XVI of the Sales Agreement for Seller's information. This shipping information shall include the following:
 - a. Quantity of UF_6 to be shipped
 - b. Designation of type and kind of conveyance
 - c. Name of the carrier (include telephone contact information)
 - d. "Ship to" location
 - e. Desired shipping schedule
 - f. Name and telephone number of a person who can furnish additional shipping information if needed
 - g. Emergency contact information
 - h. Any additional pertinent information
 3. Title to the UF_6 transfers from the Seller to the Buyer upon receipt of payment in full in accordance with Article VII and the material is available for delivery.
 4. The date of title transfer of the UF_6 shall constitute the date material is available for delivery (reference the "Available For Delivery" dates in Schedule 1 - Pricing Information – Uranium Sale or Schedule 2 – Pricing Information – Uranium Sale).
- F. The Buyer is required to comply with all applicable statutes, regulations, orders, directives, and laws in the handling and transportation of all of the materials delivered, including but not limited to the following. Transportation of UF_6 (depleted, natural, or slightly enriched) is governed by the Hazardous Materials Transportation Act (HMTA), as amended by the Hazardous Materials Uniform Safety Act of 1990 and other acts (49 USC 5101 et seq.). This law is implemented by the Department of Transportation (DOT) through its hazardous materials regulations (HMR's) (i.e., 49 CFR Parts 171 through 180). The DOT HMR's impose specific packaging requirements of UF_6 shipments in addition to the otherwise applicable radioactive material transportation requirements.

- G. The Buyer is responsible for compliance with all applicable access restrictions to the GDPs in accordance with statutes, regulations, applicable orders and directives, and the Department's site access requirements at each GDP.
- H. At Seller's sole discretion, Seller may allow the storage of the UF₆ for a period of time acceptable to Seller beyond the 90 business day period described in Paragraph A. of this Article. In such case, terms and conditions for such storage will be separately established by mutual agreement.

ARTICLE VI. PURCHASE PRICE

- A. Buyer shall pay the Seller in accordance with this Sales Agreement.
- B. Buyer will pay all costs applicable to the sale of this material, including but not limited to transportation costs, taxes, insurance charges, customs, user fees, or duties of any kind applicable to the sale and delivery of this material. The Seller is not responsible for any costs incurred by the Buyer prior to or after the execution of this agreement and will not reimburse the Buyer.

ARTICLE VII. PAYMENT

- A. The total amount payable as set forth in Article VI. shall be paid by Buyer to Seller in United States currency by wire transfer without deduction for fees or service charges.
- B. The Seller will issue the invoice and the Buyer will make payment as follows:

Schedule 1 – Pricing Information – Uranium Sale

Lot Number	Invoice Date	Payment Due Date
1	Sales Agreement Award Date	25 Sep 2006
2 through 7	Sales Agreement Award Date	25 Sep 2006

Schedule 2 – Pricing Information – Uranium Sale

Lot Number	Invoice Date	Payment Due Date
1	Sales Agreement Award Date	25 Sep 2006
2 through 7	30 Days Before Payment Due Date	As Specified in Schedule 2

- C. The Buyer shall notify the CO by e-mail when the wire transfer has been sent. Within four (4) business days of receipt of payment, Seller will notify Buyer via a CO letter validating the wire transfer and declaring the material is available for delivery.

- D. The invoiced price of the UF₆ will be calculated based on the unit price per KgU identified in the Schedule – Pricing Information – Uranium Sale multiplied by the KgU weight of the UF₆ in the cylinders to be transferred. The KgU weight will be determined by DOE, based on DOE's Nuclear Material Control and Accountability documents. Based on Seller's available inventory of UF₆ cylinders, transferring the Lots in exactly 100 MTU quantities is not practicable. However, Seller will endeavor to select (for delivery) cylinders of UF₆ from DOE's available inventory at the desired delivery location such that the total MTU will equal, to the extent practicable, these Lot sizes.

ARTICLE VIII. DISPUTES

- A. This agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- B. Except as provided in the Act, all disputes arising under or relating to this Agreement shall be resolved under this clause.
- C. "Claim" as used in this article, means a written demand or written assertion by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of agreement terms, or other relief arising under or relating to this agreement. However, a written demand or written assertion by the Buyer seeking payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this article, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- D. (1) A claim by the Buyer shall be made in writing and, unless otherwise stated in this agreement, submitted within six (6) years after accrual of the claim to the CO for a written decision. A claim by the Seller against the Buyer shall be subject to a written decision by the CO.
- (2)(i) The Buyer shall provide the certification specified in paragraph (D)(2)(iii) of this article when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Buyer believes the Seller is liable; and that I am duly authorized to certify the claim on behalf of the Buyer."

(3) The certification may be executed by any person duly authorized to bind the Buyer with respect to the claim.

- E. For Buyer claims of \$100,000 or less, the CO must, if requested in writing by the Buyer, render a decision within sixty (60) days of the request. For Buyer-certified claims over \$100,000, the CO must, within sixty (60) days, decide the claim or notify the Buyer of the date by which the decision will be made.
- F. The CO's decision shall be final unless the Buyer appeals or files a suit as provided in the Act.
- G. If the claim by the Buyer is submitted to the CO or a claim by the Seller is presented to the Buyer, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Buyer refuses an offer for ADR, the Buyer shall inform the CO, in writing, of the Buyer's specific reasons for rejecting the offer.
- H. The Seller shall pay interest on the amount found due and unpaid from (1) the date the CO receives the claim (certified if required), or (2) the date payment otherwise would be due, if the date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the CO receives the claim and then at the rate applicable for each six (6)-month period as fixed by the Treasury Secretary during the pendency of the claim.
- I. The Buyer shall proceed diligently with performance of this agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the agreement, and comply with any decision of the CO.

ARTICLE IX. LICENSES

A. At time of delivery, the Buyer (or its agents) shall have all necessary permits, licenses, or approvals, comply with all applicable laws, regulations, and ordinances of the United States and of any State, territory, or political subdivision, and comply with all applicable treaties, conventions and other agreements to which the United States is a party.

B. The following Export Restriction Notice applies:

EXPORT RESTRICTION NOTICE

The use, disposition, export and reexport of this property are subject to all applicable U.S. laws and regulations, including the Atomic Energy Act of 1954, as amended; the Arms Export Control Act (22 U.S.C. 2751 *et seq.*); the Export Administration Act of 1979 (50 U.S.C. Append 2401 *et seq.*); Assistance to Foreign Atomic Energy Activities (10 CFR part 810); Export and Import of Nuclear Equipment and Material (10 CFR part 110); International Traffic in Arms Regulation (22 CFR parts 120 *et seq.*); Export Administration Regulations (15 CFR part 730 *et seq.*); Foreign Assets Control Regulations (31CFR parts 500 *et seq.*); and the Espionage Act (18 U.S.C. 793 *et seq.*) which among other things, prohibit:

- The making of false statements and concealment of any material information regarding the use or disposition, export or reexport of the property; and
- Any use or disposition, export or reexport of the property that is not authorized in accordance with the provisions of this agreement.

ARTICLE X. EXCUSABLE DELAYS

A. Except for defaults of subcontractors at any tier, the Buyer shall not be in default because of any failure to perform this Sales Agreement under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Buyer. Examples of these causes are:

1. acts of God or of the public enemy,
2. acts of the Government in either its sovereign or contractual capacity,
3. fires,
4. floods,
5. epidemics,
6. quarantine restrictions,

7. strikes,
8. freight embargoes, and
9. unusually severe weather.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Buyer. "Default" includes failure to make progress in the work so as to endanger performance.

B. If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Buyer and subcontractor, and without the fault or negligence of either, the Buyer shall not be deemed to be in default, unless --

1. The subcontracted services were obtainable from other sources;
2. The CO ordered the Buyer in writing to purchase these services from the other source; and
3. The Buyer failed to comply reasonably with this order.

C. Upon request of the Buyer, the CO shall ascertain the facts and extent of the failure. If the CO determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

ARTICLE XI. MATERIAL DELIVERED

- A. Uranium delivered under this agreement will meet ASTM C787-03e2 Standard Specification for Uranium Hexafluoride for Enrichment, for commercial grade UF₆.
- B. Buyer represents to Seller that all material transferred hereunder will be used in accordance with all applicable laws and regulations.

ARTICLE XII. TERMINATION - SUSPENSION

- A. In addition to any other rights the Seller may have, the Seller reserves the right, at no cost to the Seller, to terminate or suspend this agreement in whole or in part, by written notice to the Buyer, in the event (i) the Buyer's right to possess uranium expires or is suspended or terminated *by any* authority having power to take such action; (ii) the Buyer shall fail to perform its obligations hereunder, and shall fail to take corrective action within (insert one of the following):

2 days (if award is made from prices on Schedule 1-Pricing Information-Uranium Sale)

30 days (if award is made from prices on Schedule 2-Pricing Information-Uranium Sale)

of the date of the written notice of such failure to perform as provided above, unless such failure arises out of causes beyond the control of and without the fault or negligence of the Buyer, its contractors or agents; or (iii) bankruptcy or insolvency proceedings are commenced by or against the Buyer, or if receivers are appointed to take possession of the business of the Buyer.

- B. If payment is not received from the Buyer by the due date, or a different date as agreed to in writing by the Seller, the Seller has the unilateral right to terminate the Sales Agreement at no cost to the Seller.
- C. If the Buyer cannot perform within the required timeframes required by the Sales Agreement, the Seller may exercise its right to award to another offeror that submitted a response to the Request For Proposal. In this case, the Sales Agreement will be terminated at no cost to the Seller, notwithstanding any other provisions of the Sales Agreement.

ARTICLE XIII. TAXES

Buyer shall be responsible for all taxes, including, but not limited to, any sales taxes.

ARTICLE XIV. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the United States of America.

ARTICLE XV. SECURITY REQUIREMENTS

Security at the Portsmouth and Paducah sites is the responsibility of the DOE infrastructure contractor in non-lease space; all other security is provided by United States Enrichment Corporation (USEC). The infrastructure contractor will coordinate with USEC security personnel as necessary. The Buyer shall contact one of the following personnel to coordinate clearance and access to the specific site for pickup of the uranium:

Portsmouth

Mr. Rodger Carter
Theta Pro2Serve Management Company, LLC (TPMC)
Phone: (740) 897-2348 Fax: (740) 897-6273
Email: carterr@tpmcllc.com

Paducah

Ms. Janis Heathcott
Swift & Staley Mechanical Contractors, Inc.
Phone: (270) 441-5251 Fax: (270) 441-5294
Email: Janis.Heathcott@swiftstaley.com

ARTICLE XVI. NOTICES

- A. All notices or other communications required or which may be given hereunder shall be in writing, addressed, and forwarded as follows:

If to Seller: Harold D. Hincks, Contracting Officer
Department of Energy
Environmental Management Consolidated Business Center (EMCBC)
250 E. Fifth Street, Suite 500, Cincinnati, Ohio 45202
Telephone: (513) 246-0586
Facsimile: (513) 246-0529
E-Mail Address: david.hincks@emcbc.doe.gov

If to Buyer: To Be Determined Upon Award of this Agreement (Reference Page 1 of the Negotiated Sales Agreement)

- B. Any notice, invoice, or other communication hereunder shall be deemed to have been properly transmitted when sent by mail or facsimile, and shall be deemed to have been given on the date of receipt.
- C. Either party may, at any time, by written notice to the other party, change the person or address to which notices directed to it shall be sent.

ARTICLE XVII. ASSIGNMENT

This Agreement is subject to the provisions of 41 U.S.C. 15 which generally precludes assignment of such Agreement.

ARTICLE XVIII. WAIVER

No waiver, alteration, amendment, or modification of this Sales Agreement or any covenant, condition, or limitation herein contained is valid unless in writing and duly executed by each of the parties hereto. Furthermore, no evidence of any waiver, alteration, amendment, or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Sales Agreement, or the rights or obligations of any party hereunder, unless such waiver, alteration, amendment, or modification is in writing, and duly executed by the parties. Further, the provisions of this paragraph may not be waived except as herein set forth.

ARTICLE XIX. OFFICIALS NOT TO BENEFIT

- A. By submission of its offer, Buyer represents that no Federal appropriated funds have been paid or will be paid, by or on behalf of Buyer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract [meaning this Sales Agreement] the entering into of any extension, continuation, renewal, amendment, or modification of any Federal contract.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract [meaning this Sales Agreement], Buyer shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

ARTICLE XX. COVENANT AGAINST CONTINGENT FEES

A. The Buyer warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Seller shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

B. "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a Purchaser for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain DOE contracts nor holds itself out as being able to obtain any DOE contract or contracts through improper influence.

C. "Bona fide employee," as used in this clause, means a person, employed by Purchaser and subject to the Purchaser's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain DOE contracts nor holds out as being able to obtain any DOE contract or contracts through improper influence.

D. "Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a DOE contract.

E. "Improper Influence," as used in this clause, means any influence that induces or tends to induce a DOE employee or officer to give consideration or to act regarding a DOE contract on any basis other than the merits of the matter.

ARTICLE XXI. INDEMNIFICATION

The Buyer agrees to indemnify and hold harmless the Seller, its present and future officers or officials, employees, agents, and representatives, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits and costs and expenses (including the costs of defense and/or settlement, including, but not limited to, actual attorney's fees), whether vested or contingent, liquidated or unliquidated, which any or all of them may hereafter at any time suffer, incur, be subject to be responsible for, or pay as a result of any and all bodily injuries to persons (including death), damage to any property, contamination or other adverse effects on the environment, or any violation or alleged violation of any or all applicable statutes, ordinances, orders, laws, rules, or regulations of any governmental entity or agency, caused by, resulting from, or arising out of:

Any negligent or willful act or omissions by the Buyer, its employees, agents, officers, directors, or subcontractors in connection with this Agreement.

The Buyer's use, distribution, sales, or alteration of the UF₆ identified in this Agreement or any components or residue thereof.

ARTICLE XXII. AGREEMENT EXECUTION DOCUMENTS

The Agreement Execution Documents at Attachment 2 are hereby incorporated by reference.

ARTICLE XXIII. ENTIRE AGREEMENT

This Sales Agreement contains the entire agreement between the parties and supersedes all other prior negotiations, undertakings, notes, memoranda, and agreements, whether written or oral, concerning the subject matter.

ATTACHMENT 1 PROPOSAL INSTRUCTIONS

1. Submittals

The Buyer shall submit all of the following documents with its proposal unless otherwise noted:

- a. Complete, sign, and submit the cover page of this Agreement, Sale of Government Property Negotiated Sales Agreement.
- b. Complete and submit the Schedule - Pricing Information – Uranium Sale. Buyer may propose on one lot, group of lots, or all lots. The Buyer shall propose price(s) for Schedule 1, and may propose price(s) for Schedule 2.
- c. Complete, sign and submit all Agreement Execution Documents provided at Attachment 2.
- d. Buyer shall submit, as applicable, proof of compliance with Export and/or Import licenses described in Article IX. Export and/or Import licenses will be the responsibility of the Buyer.
- e. Submit copies of the most recent income statement, balance sheet, and list of credit references for the company and any other documentation that will verify the financial level of business transactions or other evidence of financial responsibilities.
- f. Proposals shall be submitted by 3:00 pm Eastern Daylight Time, **August 28, 2006**. Proposals must be submitted by United States postal service, express mail or hand delivered enclosed in a sealed envelope and addressed to:

The U.S. Department of Energy (DOE)
Environmental Management Consolidated Business Center (EMCBC)
Office of Contracting
250 E. Fifth Street, Suite 500
Cincinnati, Ohio 45202

Place the name and address of the Buyer in the upper left corner and the following information in the lower left corner on the face of the envelope:

SALES AGREEMENT No. DE-SC30-06CC00012
Proposal Due Date: August 28, 2006 – 3:00 p.m.
Attention: Harold D. Hincks, Contracting Officer
**NOTICE TO DOE MAIL ROOM: DO NOT OPEN.
THIS IS A PROPOSAL UNDER THE ABOVE-
IDENTIFIED SOLICITATION.**

2. General Information

- A. The Buyer agrees, if its proposal is accepted by the Seller within thirty (30) working days from the date specified in Paragraph 1.f. above, to purchase any or all material on which proposals are made at the price proposed and to take delivery of the material within the time specified in the executed Sale of Government Property Negotiated Sales Agreement.
- B. Unless a designation of agent is on file with the DOE, a Buyer submitting a proposal as an agent for another party shall submit written proof, either prior to or with the proposal, that it is authorized to act as agent and shall tender the proposal in the name of the principal.

3. Minimum Proposal Quantity

The minimum proposal quantity shall be one (1) Lot. A proposal for less than the minimum quantity shall be considered non-responsive and/or materially defective not subject to correction.

4. Late Submissions, Modifications, and Withdrawals of Proposals

- A. Buyers are responsible for submitting proposals, and any revisions, and modifications, so as to reach the DOE office designated in the solicitation by the time specified in the solicitation. Buyers may use any transmission method authorized by the solicitation (i.e., United States postal service, express mail, hand delivered).
- B. (1) Any proposal, modification, or revision, that is received at the designated DOE office after the exact time specified for receipt of proposals is "late" and will not be considered unless it is received before award is made, the CO determines that accepting the late proposal would not unduly delay the sale and:
 - (i) There is acceptable evidence to establish that it was received at the DOE installation designated for receipt of proposals and was under the DOE's control prior to the time set for receipt of proposals; or

(ii) It was the only proposal received.

(2) However, a late modification of an otherwise timely successful proposal, that makes its terms more favorable to the DOE, will be considered at any time it is received and may be accepted.

- C. Acceptable evidence to establish the time of receipt at the DOE installation includes the time/date stamp of the installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of DOE personnel.
- D. If an emergency or unanticipated event interrupts normal DOE processes so that proposals cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation, and urgent DOE requirements preclude amendment of the solicitation closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal DOE processes resume.
- E. A Buyer may withdraw its proposal by written notice at any time before award. Proposals may be withdrawn in person by a Buyer or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- F. Buyers may submit modifications to their proposal at any time before closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- G. The CO will promptly notify any Buyer if its proposal, modification, or revision was received late, and will inform the Buyer whether its proposal will be considered, unless contract award is imminent.

5. Consideration of Proposals

The Seller reserves the right to accept any one lot, group of lots, or all lots contained in a proposal, as may be in the best interest of the Seller. The Seller will reject a proposal which specifies "all or none" prices (i.e. a proposal which limits the Seller's ability to accept the proposed prices for one lot, group of lots, or all lots)

6. Basis of Award

- A. To be eligible for award the Buyer(s) must be determined to be responsive to the RFP requirements and responsible, and Seller will make these determinations consistent with standards provided under Federal Acquisition Regulation (FAR) 9.104. Upon determination that a Buyer is both responsive and responsible, award(s) will be made to the Buyer(s) providing the most advantageous price and price related factors.
- B. The Seller reserves the right to make multiple awards, if it is in the Seller's best interest to do so. The Seller will make an award(s) to the responsible and responsive buyer(s) that results in the most advantageous prices (and price related factors) to the Seller.
- C. The Seller intends to award a Sales Agreement(s) to the responsible Buyer(s) whose proposal represents the best price to the Government after evaluation in accordance with the terms and conditions contained in the RFP. Accordingly, Buyers are advised to include their best possible terms in their initial proposal.
- D. The Seller may reject any or all proposals if such action is in the Seller's interest.
- E. The Seller may waive informalities and minor irregularities in proposals received.
- F. The Seller intends to evaluate proposals and award a sales agreement(s) without discussions (except for clarifications). However, the Seller reserves the right to conduct discussions if the Seller determines that holding discussions is in its best interest.
- G. If Section 314 of the 2006 Energy and Water Development Appropriations Act is reauthorized in Fiscal Year 2007, or similar legislation is authorized, the Seller reserves the right to make award(s) based on the payment/delivery dates and proposed prices provided in Schedule 2. If such legislation is authorized, the Seller may make award(s) based on the payment/delivery dates and proposed prices provided in Schedule 1 if advantageous to the Seller.

7. Responsiveness of Proposals

- A. Any Buyer that does not include the cover page of this Negotiated Sales Agreement **fully executed (completed and signed)** may be rendered non-responsive.
- B. Proposals in response to this solicitation must be compliant with all material terms, including payment dates and delivery dates, conditions, and provisions to be considered responsive.

8. Contract Award

- A. A written award or acceptance of an Agreement signed by the CO and furnished to a successful Buyer(s) within the time specified for acceptance shall result in a binding contract incorporating all the terms and conditions of this Request for Proposal (RFP).
- B. The Seller reserves the right to award to the next offeror(s) in line for award if the Buyer(s) issued the Sales Agreement cannot perform after receipt of award.

9. Proposal Costs

This RFP does not commit the Seller to pay any costs incurred in the preparation or submission of any proposal.

10. Equal Proposals

If two or more Buyers are tied for an award as to a high proposal price and the quantity for sale is not sufficient to meet the proposal quantities, award shall be made by a drawing by lot limited to those Buyers. If time permits, the Buyers involved shall be given an opportunity to attend the drawing. The drawing shall be witnessed by at least three persons, and the Agreement file shall contain the names and addresses of the witnesses and the person supervising the drawing.

ATTACHMENT 2
Agreement Execution Documents

Complete, sign and submit all of the below Agreement Execution Documents with your proposal (Reference Proposal Instructions at Attachment 1):

1. DOE Form 580.1, "U.S. Department of Energy End-Use Certificate"
2. Certificate of Independent Price Determination
3. Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance, and Other Responsibility Matters
4. Type of Business Organization
5. Persons Authorized to Negotiate
6. Restriction on Disclosure and Use of Data

1. **DOE Form 580.1**, "U.S. Department of Energy End-Use Certificate". A "fillable" version of the certificate may be located at: <http://www.directives.doe.gov/pdfs/forms/5801.pdf>

2. Certificate of Independent Price Determination

a. The Buyer certifies that:

- (1) The prices in this proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Buyer or competitor relating to (i) those prices, (ii) the intention to submit an proposal, or (iii) the methods or factors used to calculate the prices;
- (2) The prices in this proposal have not been and will not be knowingly disclosed by the Buyer, directly or indirectly, to any other Buyer or competitor before proposal opening and contract award unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Buyer to induce any other concern to submit or not to submit a proposal for the purpose of restricting competition.

b. Each signature on the proposal is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the Buyer's organization responsible for determining the prices being proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs a.(1) through a.(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs a.(1) through a.(3), above

(insert full name of person(s) in the Buyer's organization responsible for determining the prices proposal, and the title of his or her position in the Buyer's organization);

- (ii) As an authorized agent, does certify that the principals named in subdivision b.(2)(i) above have not participated, and will not participate, in any action contrary to subparagraph a.(1) through a.(3) above; and

- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs a.(1) through a.(3) above.
- c. If the Buyer deletes or modifies subparagraph a.(2) above, the Buyer must furnish with its proposal a signed statement setting forth in detail the circumstances of the disclosure.

3. Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental - Compliance, and Other Responsibility Matters

- a. (1) The Buyer certifies, to the best of its knowledge and belief, that -
- (i) The Buyer and/or any of its Principals -
- (A). Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - (B). Have ☐ have not ☐ within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of proposals; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - (C). Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by governmental entity with, commission of any of the offenses enumerated in subdivision a. (1)(i)(B) of this provision.
 - (D). Are ☐ are not ☐ presently indicted for or otherwise criminally or civilly charged by Federal, state or local entity with violation of any environmental laws;
 - (E). Have ☐ have not ☐ within the three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for violation of a Federal, state or local environmental statute or regulation.
- (i) The Buyer has ☐ has not ☐, within a three-year period preceding this proposal, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (3) If the Buyer answers affirmatively to anything in a.(1), above, the Buyer shall include in its proposal an explanation of the circumstances, including the outcome.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

- b. The Buyer shall provide immediate written notice to the CO if, at any time prior to contract award, the Buyer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. A certification that any of the items in paragraph a. of this provision exists will not necessarily result in withholding of an award under this Invitation. However, the certification will be considered in connection with a determination of the Buyer's responsibility. Failure of the Buyer to furnish a certification or provide such additional information as requested by the CO may render the Buyer non-responsible.
- d. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph a. of this provision. The knowledge and information of a Buyer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- e. The certification in paragraph a. of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Buyer knowingly rendered an erroneous certification, in addition to the other remedies available to the Government, the CO may terminate the contract resulting from this Invitation for default.

4. Type of Business Organization

The Buyer represents that:

- a. It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture.
- b. If the Buyer is a foreign entity, it operates as:
☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation registered for business in _____ (country).
- c. If the Buyer is a corporation, it is:
☐ independent (not owned or controlled by another company), ☐ owned or controlled by _____ (corporation/company) registered for business in _____ (state/country).
- d. If the Buyer is owned or controlled by another, state the relationship (e.g., wholly owned subsidiary, etc.): _____.
- e. The Buyer agrees to provide additional information relating to the above representations if requested to do so by the CO.

5. Authorized Negotiators

The Buyer represents that the following individuals are authorized to negotiate on its behalf.

Typed/Printed Name	Title	Telephone Number

6. Restriction on Disclosure and Use of Data

a. Restriction on disclosure and use of data. Buyers that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Seller except for evaluation purposes, shall complete the following:

(1) The following statement applies ☐ YES ☐ NO:

“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Buyer as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction is as follows **(Buyer Fill-In):**

(2) Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restrictions identified at Attachment 2, Agreement Execution Documents, Restriction on Use of Data.”